

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81C8X70092381		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912P9-07-T-7057	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LISA M WHITE				b. TELEPHONE NUMBER (No Collect Calls) 314 331-8518	
8. OFFER DUE DATE/LOCAL TIME 01:30 PM 22 Mar 2007		9. ISSUED BY CONTRACTING DIVISION US ARMY ENGR DIST ST LOUIS 1222 SPRUCE STREET, RM 4.207 ST LOUIS MO 63103-2833 TEL: 314 331-8500 FAX: 314 331-8746		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 488320 SIZE STANDARD: \$5.0 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CONTRACTING DIVISION US ARMY ENGR DIST ST LOUIS 1222 SPRUCE STREET, RM 4.207 SAINT LOUIS MO 63103-2833 TEL: 314 331-8500 FAX: 314 331-8746		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31d. EMAIL:	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BUOY MAINTENANCE CONTRACT FFP -Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the specifications and provisions. FOB: Destination MILSTRIP: W81C8X70092381 PURCHASE REQUEST NUMBER: W81C8X70092381	1	Lump Sum		

TOTAL BASE YEAR \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	BUOY MAINTENANCE CONTRACT FFP OPTION YEAR ONE -Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the specifications and provisions. FOB: Destination MILSTRIP: W81C8X70092381 PURCHASE REQUEST NUMBER: W81C8X70092381	1	Lump Sum		

TOTAL OPTION YEAR ONE \$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2001 OPTION	BUOY MAINTENANCE CONTRACT FFP OPTION YEAR TWO	1	Lump Sum		
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-Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the specifications and provisions.

Wage Determination No. 05-2311 Rev (2), dated 11/29/2006 is applicable to this solicitation.

POC for technical questions is Tiffany Denny, 573-222-8562. POC for contractual questions, call Lisa White, 314-331-8518.

PLEASE PROVIDE LUMP SUM PRICING AS WELL AS THE BREAKDOWN PRICING IN THE BID SCHEDULE PROVIDED.

FOB: Destination

MILSTRIP: W81C8X70092381

PURCHASE REQUEST NUMBER: W81C8X70092381

TOTAL OPTION YEAR TWO \$_____

GRAND TOTAL: BASE YEAR PLUS OPTIONS ONE AND TWO
\$_____

SECTION B
SUPPLIES OR SERVICES PRICES/COSTS

Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the solicitation specifications and provisions.

NOTE 1: All quantities are estimated and all prices must be on a firm basis.

NOTE 2: The following are the abbreviations used in the u/m (unit of measure) column:

EA - Each
JB - Job

BID SCHEDULE FOR BASE YEAR.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>TOTAL AMOUNT</u>
0001	Placement of Idle Speed/No Boat buoys	35	EA		
0002	Removal of Idle Speed/No Boat buoys	35	EA		
0003	Placement of Waterfowl buoys	12	EA		
0004	Removal of Waterfowl buoys	12	EA		
0005	Cleaning/Inspection/Maintenance of buoys	3	JB		
0006	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Rockwood Beach.	10	EA		
0007	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Redman Beach	10	EA		
0008	Clean/Inspect/Maintain Beach Buoy Pipeline and depth gauge buoys at Peoples Creek Beach	11	EA		
	<u>OPTIONAL ITEMS</u>				
0009	Hazard buoy placement and removal at Holliday Landing bridge pilings	2	EA		
0010	Replace/Relocate damaged/missing buoy	15	EA		
0011	Adjustment of beach buoys/depth gauges	35	EA		
0012	Weedeat Island Campsites	24	EA		
0013	Clean Island Campsites	24	EA		
0014	Trim Limbs/Vegetation Around Lakeshore Signs	15	EA		
0015	Install/Remove Marker Buoys	88	EA		

SECTION B
SUPPLIES OR SERVICES PRICES/COSTS

Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the solicitation specifications and provisions.

NOTE 1: All quantities are estimated and all prices must be on a firm basis.

NOTE 2: The following are the abbreviations used in the u/m (unit of measure) column:

EA - Each
JB - Job

BID SCHEDULE FOR FIRST OPTION YEAR.

					TOTAL
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
1001	Placement of Idle Speed/No Boat buoys	35	EA		
1002	Removal of Idle Speed/No Boat buoy	35	EA		
1003	Placement of Waterfowl buoys	12	EA		
1004	Removal of Waterfowl buoys	12	EA		
1005	Cleaning/Inspection/Maintenance of buoys	3	JB		
1006	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Rockwood Beach.	10	EA		
1007	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Redman Beach.	10	EA		
1008	Clean/Inspect/Maintain Beach Buoy Pipeline and depth gauge buoys at Peoples Creek Beach	11	EA		
	<u>OPTIONAL ITEMS</u>				
1009	Barrier buoy placement and removal at Holliday Landing bridge pilings	2	EA		
1010	Replace/Relocate damaged/missing buoy	15	EA		
1011	Adjustment of beach buoys/depth gauges	35	EA		
1012	Weedeat Island Campsite	24	EA		
1013	Clean Island Campsites	24	EA		
1014	Trim Limbs/Vegetation Around Lakeshore Signs	15	EA		
1015	Install/Remove Marker Buoys	88	EA		

SECTION B
SUPPLIES OR SERVICES PRICES/COSTS

Furnish all labor, equipment, materials and supplies necessary to maintain buoys on Wappapello Lake, Wappapello, Missouri in accordance with the solicitation specifications and provisions.

NOTE 1: All quantities are estimated and all prices must be on a firm basis.

NOTE 2: The following are the abbreviations used in the u/m (unit of measure) column:

EA - Each
JB - Job

BID SCHEDULE FOR SECOND OPTION YEAR.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>TOTAL AMOUNT</u>
2001	Placement of Idle Speed/No Boat buoys	35	EA		
2002	Removal of Idle Speed/No Boat buoys	35	EA		
2003	Placement of Waterfowl buoys	12	EA		
2004	Removal of Waterfowl buoys	12	EA		
2005	Cleaning/Inspection/Maintenance of buoys	3	JB		
2006	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Rockwood Beach.	10	EA		
2007	Clean/Inspect/Maintain Beach Buoy Pipeline and gauge buoys at Redman Beach.	10	EA		
2008	Clean/Inspect/Maintain Beach Buoy Pipeline and depth gauge buoys at Peoples Creek Beach.	11	EA		
<u>OPTIONAL ITEMS</u>					
2009	Barrier buoy placement and removal at Holliday Landing bridge pilings	2	EA		
2010	Replace/Relocate damaged/missing buoy	15	EA		
2011	Adjustment of beach buoys/depth gauges	35	EA		
2012	Weedeat Island Campsites	24	EA		
2013	Clean Island Campsites	24	EA		
2014	Trim Limbs/Vegetation Around Lakeshore Signs	15	EA		
2015	Install/Remove Marker Buoys	88	EA		

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

1. GENERAL

1.1 SCOPE OF WORK - Work shall consist of furnishing all labor, equipment, supplies and materials necessary to maintain buoys on Wappapello Lake in accordance with Missouri State Water Patrol Buoy Permits, contract work schedules and specifications contained herein.

1.2 DEFINITIONS - As used throughout this description/specification, the following terms shall have the meaning set forth below:

a. CONTRACTOR - The term contractor refers to the prime contractor and all contractor employees and personnel. The prime contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

b. CONTRACTOR REPRESENTATIVE - A foreman or superintendent, assigned to represent the interest of the contractor with regards to all matters involving the contract.

c. CONTRACTING OFFICER (CO) - The term "Contracting Officer" means the person executing this contract on behalf of the government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of their authority.

d. CONTRACTING OFFICER'S REPRESENTATIVE (COR) - An individual designated in writing by the Contracting Officer to be responsible for administration of the contract and quality assurance representative.

e. QUALITY CONTROL - The term "Quality Control" refers to action taken by the contractor and/or their personnel to document, inspect, and control performance of services to insure they meet the specifications and requirements of this contract.

f. QUALITY ASSURANCE - The term "Quality Assurance" refers to action taken by the government to ensure the contractor's quality control system is functioning and effective and that the contractor is providing services, which are in accordance with this contract.

g. Q.A.S.P. - Quality Assurance Surveillance Plan.

h. C.D.R. - The control deficiency report (C.D.R.) is a written record of unsatisfactory performance by the contractor as observed by the quality assurance inspection.

i. BUOYS - The term "buoys" shall be construed as a float moored in water as a marker. Types of buoys to be used are "No Boat" (marks areas where boats are not permitted), "Idle Speed" (marks areas for boats with no wake), "Hazard Area" (marks area which could be hazardous), "Barrier" (marks intake structures), "Mid-Channel" (marks the center of the river channel), "Waterfowl Refuge" (designates boundary of refuge closed to boat traffic), "Beach" (4" floating pipeline which marks the perimeter of swimming areas), depth gauges (indicate the 4' and 6' depths) and beach anchor markers (marks outer corner anchors of beaches).

j. PERMANENT TYPE BUOYS - This term refers to buoys that remain in the lake all year. They are Mid-channel (35), No Boat buoys at Peoples Creek fishing pier (4), Breakwater and Idle Speed buoys at Sundowner marina (4), Inlet Channel – No Boat (6) and Intake (26), beach anchor markers (6), Idle Speed buoy at Chaonia Landing (1), and floating pipelines at beaches (3).

k. **SEASONAL BUOYS** – This term refers to buoys that do not remain in the lake year around. They are Asher Cr. Refuge – No Boat buoy (6), Chaonia Landing – Idle Speed buoy (1), Holliday Landing Bridge Pilings – Hazard buoy (1), Lost Cr. Refuge – No Boat buoy (6), Peoples Cr. – Idle Speed buoy (5)/No Boat buoy (8)/Depth Gauge buoy (4), Redman Cr. – Idle Speed buoy (1)/No Boat buoy (6)/Depth Gauge buoy (4), Rockwood Point – Idle Speed buoy (6)/No Boat buoy (6)/Depth Gauge buoy (4), and Lost Cr. Lodge – Idle Speed buoy (1).

l. **CLEAN(ED)** - Refers to structures free of dirt, garbage, paper, metal, trash, debris, driftwood, plastic, rocks, animal remains, tree limbs, sticks, algae, moss, gravel, mud, sand, grass, vegetation growth, leaves, graffiti, grease, stains, residues, all nests, webs, ashes, containers, soap scum, mold, mildew, bird droppings, and shall be odor free and disinfected.

m. **FULLY CLOTHED** - The term "fully clothed" shall be construed as contractor and employees must wear clothing suitable for weather and work conditions. The minimum shall be a short sleeve shirt without offensive language and/or pictures, shoes as stated in EM 385-1-1, "Safety and Health requirements Manual", and long pants without holes. Excessively long or baggy pants are prohibited.

1.3 **SAFETY** - All work shall be performed in accordance with safety requirements set forth in Corps of Engineers Manual, EM 385-1-1 entitled, "Safety and Health Requirements Manual". EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/>, (at the homepage select safety and occupational health). The contractor shall be responsible for complying with the current editions and changes posted on the web as of the effective date of this solicitation. Any unsafe work and or actions will be stopped immediately. The contractor shall submit a monthly "SAFETY EXPOSURE REPORT" that identifies the total number of hours worked per month. Report will cover hours worked during the previous month and shall be submitted the first week of the month with the contractor's invoice. **The contractor and employees shall wear Coast Guard Approved PFD's (Personal Floatation Device) at all times when on the lake performing work specified in this contract in accordance with EM 385-1-1.** PFD's shall be clean and in serviceable condition.

1.4 **ACCIDENT REPORTING** - An accident constitutes an incident or act involving the contractor which may or may not have caused obvious damage to persons or property. All accidents shall be reported to the Contracting Officer or Authorized Representative within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

1.5 **UTILITIES** - Water and electricity required in the performance of this contract shall be provided by the contractor. Water and electric may be obtained and utilized by the contractor from government sources within the recreation areas or from other sources approved by the Contracting Officer or Authorized Representative. The absence of a government water or electric source will not relieve the contractor of obligation to provide services and schedules for any facility or area.

1.6 **CONTRACT AREA** - All buoys to be maintained are located at Wappapello Lake (Appendix A). General location maps are available at the Wappapello Lake Project Office, 10992 Hwy T, Wappapello, Missouri 63966; where they may be inspected at any time between 8:00 a.m. and 3:00 p.m., Monday through Friday, except Federal holidays.

1.7 **OMISSIONS** - This contract may duplicate or not cover all specified activities, steps and/or procedures required to accomplish contract work. In case of omission, the normal industry standards, practices, specification and/or guides shall prevail. In no instance shall an omission be a reason to perform inferior work, produce a less than acceptable product or service or refuse to perform an intended activity.

1.8 **VEHICLE USE** - The contractor shall not drive off the paved or gravel access roads onto the grass at any time without prior approval of the Contracting Officer or Authorized Representative. No vehicle and/or vessel shall be left unattended for any period of time at any boat ramp or along the lakeshore or elsewhere without prior approval of the Contracting Officer or Authorized Representative.

1.9 **CAUTION** – Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of the contract performance, to the extent that the information is easily obtainable. **IN NO EVENT WILL FAILURE TO INSPECT THE SITE**

CONSTITUTE GROUNDS FOR A CLAIM AFTER CONTRACT AWARD.

1.10 OTHER CONTRACTS - The contractor's attention is called to the fact that other contractors and Corps of Engineers employees may be in the area for the purpose of performing maintenance duties. The contractor will cooperate fully with all contractors in the area and shall not impede the work of other contractors in any way.

1.11 LAKE LEVELS - Wappapello Lake is a flood control reservoir. Fluctuations (rise) of ten to twenty feet are common each year. Maximum rise is approximately forty feet above summer pool (359.74 NGVD). Wappapello Lake has yearly pool fluctuations under its Pool Regulation Plan. These elevations may vary due to flooding. Contractor should be aware that low water conditions exist when the lake is at winter pool (354.74 NGVD). In no event will flooding or low water conditions constitute grounds for a claim after contract award.

a. From approximately 1 April through 30 April pool is maintained (subject to seasonal flooding) at 356.74 NGVD (mid pool).

b. From approximately 1 May to 15 December pool is maintained (subject to seasonal flooding) at 359.74 NGVD (summer pool).

c. From approximately 15 December through 31 March pool is lowered (subject to seasonal flooding) to 354.74 NGVD (winter pool). The contractor will be notified if the lake is scheduled to be taken down below winter pool.

2. GOVERNMENT SUPPLIED MATERIALS - The government will supply the following materials: all buoys; materials presently used in anchoring the permanent type buoys, adhesive buoy markings (except for letters and numbers) and lake maps. These materials, not presently located on the lake, may be picked up by the contractor at the Wappapello Lake Project Office between the hours of 7:30 a.m. and 3 p.m., Monday through Friday. Contractor may be required to sign for all government-furnished materials and transport from and to the designated storage area at no additional cost to the government. For security reasons, the contractor must contact a government employee prior to entering the fenced maintenance complex for escort to storage area when picking up or dropping off materials. The contractor at no additional cost to the government will furnish all other materials necessary to perform the provisions of this contract. The contractor shall ensure that all items are properly secured in the transporting vehicle and/or trailer to prevent accidental loss during transport. The contractor will be charged for damages to government materials damaged through negligence of the contractor or his/her employees.

3. CONTRACTOR FURNISHED EQUIPMENT, MATERIALS, AND SUPPLIES

3.1 GENERAL - Unless otherwise stated, the contractor shall furnish and maintain all sufficient equipment, materials and supplies suitable to perform the work. All equipment shall be maintained in safe operating condition in accordance with paragraph 1.3 (Safety). All contractors' equipment, materials and supplies shall be removed from government property at the end of each working day unless otherwise approved by the Contracting Officer or authorized representative.

3.2 IDENTIFICATION OF CONTRACTOR VEHICLES AND VESSELS - All vehicles and vessels used in performance of this contract shall be kept clean and in safe operating condition in accordance with paragraph 1.3, "Safety", and shall be clearly marked on both sides of vehicles and vessels with identification signs showing the contractor's name, type of business, address, and phone number (Appendix C). Signs shall be of professional quality. The signs shall be subject to the approval of the Contracting Officer or Authorized Representative. All vessels shall comply with Coast Guard, Federal and State Regulations and Requirements. Operators of vehicles and vessels shall comply with all Federal and State licensing requirements.

3.2.1 Contractor must provide an appropriate work vessel that can safely lift and carry an additional load such as anchors (up to 400 lbs) and buoys above the normal passenger and equipment load. Any device constructed or attached to the vessel must render the vessel safe and operational during work activities and transport. The contractor must have an electronic depth finder (either LCR or flasher) on the vessel. This depth finder must be able to accurately indicate water depth. This equipment is essential for relocating and inspecting buoys i.e. mid-channels for proper

placement. When engaged in work specified in this contract, the contractor's vessel must be maintained in a safe and well-maintained condition.

3.2.2 The contractor shall ensure that all work is done in accordance with contract specifications in the event of any equipment breakdowns i.e. boat problems, etc. The contractor shall take the necessary steps to insure work is completed by established deadlines.

3.3 APPROVAL OF EQUIPMENT, MATERIALS AND SUPPLIES - Prior to commencing work, the contractor shall attend a pre-work conference at the Wappapello Lake Project Office and submit to the Contracting Officer or Authorized Representative, a written statement identifying the grade, type, quantity, mixture, and manner of application of all materials to be used during the contract period; and provide a list of all equipment, materials and supplies available to perform the services listed in this contract. The Contracting Officer or Authorized Representative reserves the right to inspect any and all equipment, materials and supplies prior to, and during the award period of this contract. The Contracting Officer or Authorized Representative must approve all material, equipment, and operating procedures prior to the commencement of work, and/or prior to implementing any changes. The contractor shall remove from government property all unapproved materials and equipment. The contractor's vessel must be in compliance with all Federal and State boating laws and is subject to inspection by the Missouri State Water Patrol. Contractor's trailers must be maintained in accordance with State laws.

3.4 BILLING PROCEDURES - The contractor shall provide itemized invoices, showing the bid item number, quantity and delivery date of parts, materials, and supplies used in fulfillment of contract provisions. No additional payments will be made for contractor-furnished supplies, materials, and equipment.

3.5 PERSONNEL REQUIREMENTS - Prior to commencing work the contractor will submit to the Contracting Officer or Authorized Representative a written statement identifying individuals that will be working on this contract. This list will be updated as individuals change. A copy of each contract employees State drivers license will be on file at the Project Office.

3.5.1 The majority of work will be performed in the presence of the general public, thus the conduct of all employees is critical and will be closely monitored. The contractor or employees while working on this contract shall consume no alcoholic beverages and/or illegal drugs.

3.5.2 The CO or COR may require the contractor to immediately remove from the work site any employee of the contractor, who endangers persons or property. Notification shall be by telephone or in person and shall be confirmed in writing as soon as possible. No such removal however, will reduce the contractor's obligation to perform all work required under this contract.

4. SPECIFICATIONS TO MAINTAIN BUOYS

4.1 MATERIALS/SUPPLIES - The contractor will use and supply the following items: all concrete 150# (temporary) and 400# (permanent) anchors, anchor cable/rope, thimbles, cable/rope clamps etc. All metal hardware/cable to be used on permanent buoy assemblies shall be stainless. If stainless anchor cable is used, it shall have a minimum diameter of 3/8". If nylon or polypropylene rope is used, it shall have a minimum diameter of 5/8", 3/8" X 3' steel log chain (depth gauges) and black 3" adhesive numbers and letters that match existing tape, numbers and letters. Numbers and letters are placed on Idle Speed, No Boat, Breakwater, Hazard, Mid-channel, Waterfowl Refuge, and depth gauge buoys. All materials shall be new when installed. All above mentioned items will remain the property of the contractor, except numbers and letters placed on buoys, and anchors/materials used in the re-anchoring of the permanent type buoys. These items will become the property of the government at the end of the contract. The contractor will not store any of his property on public land. Splicing of cable(s) more than once is not permitted.

4.1.1 The contractor is responsible for taking any action necessary to protect all supplies, and property, including material and supplies issued by the government to accomplish a job, against damage, theft, or loss. Government assumes no responsibility for loss or damage to any material, supplies, or property after it is received by, or in the possession of the contractor.

4.2 INSPECTION AND MAINTENANCE OF ALL BUOY ASSEMBLIES - This section describes the work required for the installation, removal, inspection, maintenance, repair, replacement, and cleaning of all buoys, depth gauges, anchors, cables, and associated hardware. Exact placement of buoys will be in accordance with maps contained herein or as directed by the CO or COR.

4.2.1 Buoy Inspection and Cleaning - The contractor will clean and inspect all buoys (except beach pipeline, depth gauge, and beach anchor marker buoys) on the third Thursday of May, July and September of each year. Inspection will include but is not limited to, proper location, proper markings, and reporting of damage to buoys (Appendix B). The contractor has 48 hours (24 hours for Beach, Beach anchor marker, Depth gauge, Inlet – No Boat and Intake, Mid-channel, and Hazard buoys) to adjust, replace, and/or reposition any deficient buoy assembly found during this inspection. Items noted during this inspection will be submitted with the contractors' daily log report and checklist at the end of the day. The contractor shall use a checklist (approved by the COR prior to work) to inventory all lake buoys during cleaning/inspection.

The contractor will clean all buoys used in this contract in accordance with schedule in Appendix B. Buoys may be cleaned while still in place provided that the buoy is lifted out of the water far enough for cleaning and rinsing the top and all sides. The bottom of the buoy does not have to be cleaned unless it is being removed from the water and is being brought back into the Project Office Compound. A government approved biodegradable, light-duty detergent may be used. If heavier solvents are required for cleaning, buoys must be removed and cleaned off of government property and water. The contractor shall not use abrasive cloths, rags, etc., or cleaners that will remove/scratch the smooth plastic finish on all buoys.

Damaged/missing buoys will be reported to the Contracting Officer or authorized representative within 24 hours after inspections have been completed. Any damaged decals will be repaired with appropriate symbols, striping and/or wording by the contractor. All decals, numbers and letters on buoys will be in like new condition prior to placing any buoy on the lake. If requested by the CO or COR, the contractor shall replace/relocate buoys and/or anchors (if necessary). Mid-Channel buoys are positioned in the bends of the old river channel so that boaters can approximately navigate from one buoy to the next and stay in the deeper water (Appendix D-2). The contractor is notified upon award that several anchor lines/anchors and buoys have been in place for several years and hardware may be subject to breakage at any time.

4.2.2 Buoy Installation and Removal - Buoy installation is to be accomplished as scheduled, or as directed by the CO or COR (Appendix B). All buoys removed from the lake shall be cleaned, transported and stored in a designated area of the Wappapello Lake Project Office according to buoy type.

4.2.3 Adjustments - If any buoys are determined not to be in compliance with Missouri State Water Patrol Buoy Permit or otherwise not in their proper location and need minor adjustment, i.e. No Boat/Idle Speed buoys not in straight line, or Mid-channel out of line, the contractor will be notified by the Contracting Officer or Authorized Representative. The contractor shall have three working days from time of notification to make minor adjustments to properly locate the No Boat, Idle Speed buoys and 48 hours to correct the Mid-channel, intake, inlet No Boat, or beach buoys. The contractor shall make these adjustments at no additional charge.

4.2.4 Buoy/Anchor Replacement - When anchors, cables/ropes are needed (due to loss of an anchor) the contractor will furnish them at no additional cost to the government. For example: When a buoy breaks loose from its anchor, the contractor is responsible for replacing the appropriate anchor, cable/rope and for relocating it. This work will be done at no additional cost to the government. The contractor will supply/install concrete anchors that meet the following specifications. Anchors used to anchor permanent type buoys will weigh approximately 400 pounds each. All other anchors used will weigh approximately 150 pounds each (Appendix D-3)).

4.2.5 Marker Buoys (Optional Item) - Cable/rope lengths for all buoys, except beach buoys, hazard buoys and barrier buoys will be set to reach the bottom of the lake at a lake pool of 359.74 NGVD plus five (5) feet to allow for pool fluctuations. NOTE: Thimbles will be used at all times when attaching a cable/rope, buoy, or an anchor to a cable/rope. If lake elevations are predicted to exceed 368.0 NGVD, the contractor may be instructed to install marker buoys on all permanent buoys to mark them prior to them going completely under water. A 10' foot nylon rope with clip and round marker buoy attached will be clipped to the lifting eye of buoys. As the lake recedes, the contractor may be

instructed to remove them. All extensions shall be installed/removed within 24-hours of notification. The number of buoys affected by high water will vary based on the time of year: 1 April – 15 November will be approximately 141 buoys and 16 November – 31 March will be approximately 93 buoys. It is the contractor's responsibility to obtain lake elevations and crest information from the Wappapello Lake Project Office and to make adjustments to buoys as needed unless otherwise directed by the CO or COR.

4.2.6 QC/QA Inspections - The contractor will notify the CO or COR within 24 hours after completion of any buoy work (including inspections) so the government may perform Quality Assurance (QA) inspections. Government QA inspections will not be performed until the contractor has submitted appropriate Quality Control reports. Any deficiencies found in the work must be corrected by the contractor within 48 hours (24 hours for Beach, Intake, Inlet No Boat, Mid-channel, Mid-channel extension, and Hazard buoys) after notification from the CO or COR. A Control Deficiency Report (CDR) will be issued to the contractor for any deficiencies found during QA inspections.

4.2.7 Time Extensions - The contractor may request additional time to complete work in the event of inclement weather or high winds. If the contractor feels that conditions are unsafe, he/she must contact the COR immediately for approval to delay work.

4.3 PERMANENT BUOYS - Mid-channel (35), Intake (26) Inlet No Boat (6), beach anchor marker (6), Fishing Pier No Boat (4), Idle Speed (2), and Breakwater (3) buoys remain anchored in the lake all year (Reference Appendix B). All Mid-channel, Beach Anchor Marker, No Boat, Idle Speed, Breakwater, Intake – No Boat and Intake buoys will be inspected, cleaned and maintained in accordance with Section C, paragraph 3.2 and Appendix B.

4.4 IDLE SPEED BUOYS - One (1) "Idle Speed" buoy will be placed/removed approximately 100 feet out from the center of boat ramp at Redman Creek and Lost Creek Lodge at scheduled times or as directed by CO or COR. These buoys shall be inspected, cleaned and maintained in accordance with Section C, paragraph 3.2 and Appendix B.

4.4.1 Two "Idle Speed" buoys will be properly aligned and evenly spaced across the cove at Chaonia Landing (one buoy remains all year) (Appendix D-10). One "Idle Speed" and three Breakwater buoys remain anchored all year at Sundowner Marina (Appendix D-10). These buoys shall be inspected, cleaned and maintained in accordance with Section C, paragraph 3.2 and Appendix B.

4.4.2 Six (6) "Idle Speed" buoys at Rockwood Point (Appendix D-6) and six (6) "Idle Speed" buoys at Peoples Creek (Appendix D-8) will be properly aligned and evenly spaced across the coves.

4.4.3 All "Idle Speed" buoys will be inspected, cleaned and maintained in accordance with Section C, Paragraph 3.2, and Appendix B.

4.5 NO BOAT BUOYS - Twenty "No Boat" buoys will be placed/removed in designated locations for Peoples Creek (8), Redman Creek (6), and Rockwood Point (6) Beaches at scheduled times or as directed by the CO or COR. Buoys will be properly aligned and evenly spaced at 100 feet outside the beach buoys at Rockwood Point and Peoples Creek and at 150 feet outside the beach buoys at Redman Creek, (Appendix D-6, D-7 and D-8). NOTE: "No Boat" buoy placement will be coordinated with beach buoy installation. All "No Boat" buoys, including the four at Peoples Creek fishing pier (Appendix D-9) and six in the Inlet (Appendix D-4), will be inspected, cleaned and maintained in accordance with Section C, Paragraph 3.2 and Appendix B.

4.6 PUBLIC SWIMMING BEACHES - The public swimming beaches located at Rockwood Point, Redman Creek and Peoples Creek Recreation Areas will be maintained by the contractor. The buoy lines delineating the swimming areas consist of a continuous length of 4" Medium Density Polyethylene (MDPE) yellow pipe (Appendix D-5).

4.6.1 Beach Buoy Installation/Closure - In the Spring of each year, the contractor will be instructed to install the beach pipeline and depth gauge buoys. Contractor shall attach the anchor cables at each beach (2) out in the lake (marked with round red marker buoys) to the pipeline corners. The contractor shall have a mechanism for keeping the lines taut such as a "come-along" or other such device. Pipelines shall be kept taut but not overly tight which could

damage them. Measures should be taken to protect the mechanisms from vandalism. Installing each of the three beach pipelines and depth gauges will be invoiced under bid item "Adjustment of beach buoys/depth gauges". At the end of the recreation season, the contractor will be instructed to disconnect the anchor cables at the corners and remove the depth gauges. This will also be invoiced under bid item "Adjustment of beach buoys/depth gauges". The anchor cable in the lake will have a round red marker buoy attached at the end of the cable and the pipeline allowed to float free only being anchored at the shoreline during the off-season.

Four depth gauge buoys will be installed/removed at each of the three beaches. Depth gauge buoys will be installed at the four and six-foot depth on the outside of the beach pipeline (approximately 3 feet from pipeline) in accordance with Appendix D-5. If the lake level fluctuates one foot or greater in depth, depth gauge buoys are to be adjusted and maintained at the four and six-foot depth, plus or minus one foot. The government will supply the depth gauge buoys; the contractor will supply concrete anchors, anchoring materials and adhesive numbers

4.6.2 Beach Buoy Adjustment (Optional Item) - When the beaches are open and as the lake level fluctuates one foot or greater, the beach buoys are to be adjusted such that the maximum water depth at the outer buoys within the swim area is maintained at a depth of 6 foot, plus or minus one foot. The contractor is responsible for maintaining the beach pipeline buoys tight at all times. If buoys are found to be severely sagging or pipelines/depth gauges are found not to be at the proper depth, the contractor will be verbally notified by the CO or COR to correct the problem within 24 hours. Additional anchors may be placed on beach buoys to help prevent sagging of buoys. Additional anchors must be approved prior to installation. (The beach pipeline buoys are used by swimmers to hang/sit on, which may result in sagging.)

4.6.3 Beach Closure/Opening (Optional Item) - If high lake levels occur after installation of beach buoys and result in temporary beach closure, the contractor will be given verbal notification to disconnect the anchor cables at the corner of the beach buoys. The four and six foot depth gauges will be removed or relocated as directed by the COR until the lake level recedes and the beach is to be reopened. After the lake level recedes, the contractor will be given notice to reinstall buoys. Temporary beach closure and buoy re-installation will be completed within 24 hours after notification. This item will be charged the same as a "Adjustment of beach buoys/depth gauges".

4.6.4 All beach buoys, beach anchor marker and depth gauge buoys will be inspected, cleaned and maintained in accordance with Section C, Paragraph 3.2 and Appendix B.

4.7 INLET CHANNEL BUOYS - All Inlet channel buoys will be inspected, cleaned and maintained in accordance with Section C, Paragraph 3.2 and Appendix B and Appendix D-4.

4.8 WATERFOWL REFUGE BUOYS - The contractor will be responsible for the installation and removal of twelve (12) "No Boat/Waterfowl Refuge" buoys (Appendix D-11) (Six each in the Lost Creek and Asher Creek Waterfowl Refuges). Buoys will be placed 48 hours prior to the beginning of duck season and removed within 48 hours after the close of duck season, unless directed otherwise by the CO or COR. Contractor will be notified of the opening and closing dates of duck season. Water depths in Lost Creek during winter pool (354.74 NGVD) may be extremely shallow. The contractor may be required to use a small boat in order to remove these buoys at the end of duck season. The contractor may use one 35-40 pound concrete block instead of a 150 lb anchor in Lost Creek. The area where buoys are located may become frozen. If this occurs, the Contractor will be responsible for monitoring the area daily and removing the buoys once the area has thawed enough to access it by boat. The Contractor shall take all necessary steps to remove the Waterfowl buoys within established timeframes.

4.9 HAZARD BUOYS (Optional Item) - Cable/rope lengths for hazard buoys used to mark the inundation of the bridge pilings at Holliday Landing will be as specified and as requested by the CO or COR and shall be included on the monthly invoice as per the bid schedule. Placement and removal of these buoys will be within 24 hours after the lake reaches the 372.0 NGVD or within 24 hours after notification by the CO or COR.

4.9.1 When the lake pool reaches 372.0 NGVD, the contractor will (upon request of the Contracting Officer) attach one (1) "Hazard Area" buoy on five feet of cable/rope to the bridge pilings located north of Holliday Landing and shall be included on the monthly invoice as per the bid schedule. If it is determined that the lake level will exceed 377.0 NGVD, the contractor will add an additional 15 feet of rope or cable/rope and another 15 feet if it is

determined the lake level will exceed 392.0 NGVD. When the lake reaches 391.5 NGVD and 376.5 NGVD and falling, the contractor shall remove the additional 15 feet of cable/rope respectively. When the lake pool reaches 372.0 NGVD the buoy will be removed unless otherwise directed by the Contracting Officer or Authorized Representative. Due to possible higher lake levels in upper lake area, these pilings must be monitored as soon as the lake starts to rise.

4.10 ISLAND CAMPSITES (Optional Item) – There are six (6) campsites located on the two islands at Wappapello Lake (Appendix D-12). Each campsite contains a picnic table, grill and lantern holder. As conditions warrant, the contractor will be instructed to clean and/or weedeat the site(s). Cleaning the site(s) will include picking up all visible litter/trash within the existing weedeated area of the site and out an additional 20' in each direction, removing all ashes/debris/trash from the grill and cleaning the surface of the picnic table top and benches. Weedeating will consist of mowing/weedeating all vegetative growth within the defined area of the campsite to a height of three (3) inches plus or minus ½ inch. A boat is required to gain access to these island campsites for cleaning and weedeating. All trash collected at the campsites shall be deposited in a government maintained dumpster on the project.

4.11 LAKESHORE IDENTIFICATION/DIRECTIONAL SIGNS (Optional Item) – There are thirteen (13) yellow identification and nine (9) white channel directional signs located at Wappapello Lake. These metal signs are approximately 3' X 3' in size and are approximately 4-7 feet above the ground mounted on steel "U" type sign posts. As conditions warrants, the contractor may be instructed to trim tree limbs and other vegetation in an area approximately 600 square feet in front of the sign(s) to offer a clear unobstructed view of the sign(s) from the lake. The contractor may require the use of a weed eater with a brush blade, chainsaw, pruners etc to effectively trim vegetation in the sign area. The thirteen identification signs are located between the dam area and the Greenville Recreation Area. The white channel directional signs are located between just north of Chaonia Landing to just south of Sulphur Springs. A boat is required to gain access to these signs to perform trimming.

5. PERSONNEL REQUIREMENTS

5.1 CONTRACTOR REPRESENTATIVE - The contractor shall provide in writing, to the Contracting Officer or Authorized Representative, the name(s) of the contractor's representative(s) who will be physically present on site with authority and power to conduct overall management, coordination, and supervision whenever work specified herein is being performed. The contractor's representative serves as the central point of contact with the government for performance of all work under this contract. The contractor's representative shall deal directly with the Contracting Officer or Authorized Representative for normal day-to-day administration of this contract. This individual may also serve as a Quality Control Inspector.

5.2 QUALITY CONTROL (QC) - The contractor is responsible for insuring that all work performed under this contract, including that performed by subcontractors, is in accordance with the specifications. To accomplish this the contractor will appoint, in writing, a Quality Control Inspector. Requirements for quality control will be set forth in Section H.

6. PERFORMANCE EVALUATION MEETINGS - The contractor and representative, or both shall meet with the CO or COR as determined necessary to discuss performance. Mutual effort will be made to resolve any and all problems identified.

7. ENVIRONMENTAL PROGRAM - The contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the CO or COR. The Contracting Officer or Authorized Representative, or other Federal, State, and local officials without notice may inspect the contractor. The contractor upon request shall grant access for inspection.

8. APPLICABLE PUBLICATIONS - The contractor shall perform all work in accordance with applicable publications. They include but are not limited to:

MANUFACTURER'S RECOMMENDATIONS:

- For equipment and materials used by the contractor

- Manuals shall be supplied for government furnished equipment
- Operating/maintenance manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):

- EM 385-1-1, General Safety and Health Manual of the US Army Corps of Engineers
- OSHA Safety Standards

END OF SECTION C

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified

in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of Provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance.

For relative evaluation importance, past performance is approximately equal to price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- (End of Clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of Provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall

notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) [Removed].

x (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

x (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

x (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

x (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ☒ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

REQUIRED INSURANCE

- (a) As required by the Contract Clause entitled "Insurance—Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required working indicated in paragraph b of the aforementioned Contract Clause.

- (1) Workmen's Compensation – Amounts required by applicable jurisdictional statutes.
- (2) Employer's Liability Insurance – \$100,000.00
- (3) Comprehensive General Liability Insurance – (No property damage liability insurance is required.)

Bodily Injury	—	\$500,000 per occurrence
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(4) Comprehensive Automobile Insurance –

Bodily Injury	—	\$200,000 each person
		\$500,000 each accident
Property Damage	—	\$ 20,000 each accident

(b) Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District Corps of Engineers
Mark Twain Project Office
20642 Highway J
Monroe City, MO 63456-9353

(End of Clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of Clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of Clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of Clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SECTION F
DELIVERIES OR PERFORMANCE

PERFORMANCE OF WORK

The work under this contract shall be performed during the contract/work period of 01 April 2007 (or date of award, whichever is later) through one full year after the date of award. Starting date to be approximately five (5) days after written notice to proceed, but not before the approximate period mentioned above. If the government exercises the option to renew, the contract/work period for the renewal year(s) will begin the day after the ending date for the preceding award year and end one full year thereafter.

Work will be performed in accordance with solicitation specifications and provisions. A pre-work conference will be scheduled within 10 days of the award of this contract. The contractor is required to attend this meeting.

(End of Clause)

END OF SECTION F

WAGE DETERMINATION

05-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 05-2311 REV (02) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2312

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2311
Revision No.: 2
Date Of Revision: 11/29/2006

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden,
Cape
Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin,
Greene,
Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald,
Miller,
Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot,
Perry,
Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard,
Stone,
Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.95
01012 - Accounting Clerk II	12.29
01013 - Accounting Clerk III	13.86
01020 - Administrative Assistant	17.39
01040 - Court Reporter	13.41
01051 - Data Entry Operator I	10.08
01052 - Data Entry Operator II	11.01
01060 - Dispatcher, Motor Vehicle	13.49
01070 - Document Preparation Clerk	10.29
01090 - Duplicating Machine Operator	10.29
01111 - General Clerk I	9.69
01112 - General Clerk II	11.16
01113 - General Clerk III	13.87
01120 - Housing Referral Assistant	14.71
01141 - Messenger Courier	9.19
01191 - Order Clerk I	9.99
01192 - Order Clerk II	11.61
01261 - Personnel Assistant (Employment) I	12.67
01262 - Personnel Assistant (Employment) II	14.17
01263 - Personnel Assistant (Employment) III	15.80
01270 - Production Control Clerk	14.73
01280 - Receptionist	10.29
01290 - Rental Clerk	11.74

01300 - Scheduler, Maintenance	11.50
01311 - Secretary I	11.50
01312 - Secretary II	12.86
01313 - Secretary III	14.34
01320 - Service Order Dispatcher	11.86
01410 - Supply Technician	17.39
01420 - Survey Worker	13.41
01531 - Travel Clerk I	10.60
01532 - Travel Clerk II	11.41
01533 - Travel Clerk III	12.17
01611 - Word Processor I	10.29
01612 - Word Processor II	11.55
01613 - Word Processor III	13.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.41
05010 - Automotive Electrician	15.34
05040 - Automotive Glass Installer	14.33
05070 - Automotive Worker	14.33
05110 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	15.74
05160 - Motor Equipment Metal Worker	14.33
05190 - Motor Vehicle Mechanic	15.74
05220 - Motor Vehicle Mechanic Helper	12.12
05250 - Motor Vehicle Upholstery Worker	13.96
05280 - Motor Vehicle Wrecker	14.33
05310 - Painter, Automotive	15.11
05340 - Radiator Repair Specialist	14.33
05370 - Tire Repairer	10.96
05400 - Transmission Repair Specialist	15.74
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.94
07041 - Cook I	9.20
07042 - Cook II	9.86
07070 - Dishwasher	7.38
07130 - Food Service Worker	8.03
07210 - Meat Cutter	11.73
07260 - Waiter/Waitress	8.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.57
09040 - Furniture Handler	10.52
09080 - Furniture Refinisher	14.62
09090 - Furniture Refinisher Helper	12.95
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	13.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	8.72
11090 - Gardener	13.39
11122 - Housekeeping Aide	8.72
11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	11.42
11240 - Maid or Houseman	7.87
11260 - Pruner	10.37
11270 - Tractor Operator	12.44
11330 - Trail Maintenance Worker	11.42
11360 - Window Cleaner	11.75
12000 - Health Occupations	
12010 - Ambulance Driver	14.69
12011 - Breath Alcohol Technician	14.69
12012 - Certified Occupational Therapist Assistant	17.97
12015 - Certified Physical Therapist Assistant	17.97
12020 - Dental Assistant	12.68
12025 - Dental Hygienist	28.41

12030 - EKG Technician	22.26
12035 - Electroneurodiagnostic Technologist	22.26
12040 - Emergency Medical Technician	15.07
12071 - Licensed Practical Nurse I	13.13
12072 - Licensed Practical Nurse II	14.69
12073 - Licensed Practical Nurse III	16.38
12100 - Medical Assistant	11.00
12130 - Medical Laboratory Technician	12.03
12160 - Medical Record Clerk	10.20
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	10.20
12210 - Nuclear Medicine Technologist	28.41
12221 - Nursing Assistant I	9.04
12222 - Nursing Assistant II	10.16
12223 - Nursing Assistant III	11.09
12224 - Nursing Assistant IV	12.44
12235 - Optical Dispenser	11.69
12236 - Optical Technician	10.45
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.44
12305 - Radiologic Technologist	22.26
12311 - Registered Nurse I	19.25
12312 - Registered Nurse II	23.54
12313 - Registered Nurse II, Specialist	23.54
12314 - Registered Nurse III	28.48
12315 - Registered Nurse III, Anesthetist	28.48
12316 - Registered Nurse IV	34.14
12317 - Scheduler (Drug and Alcohol Testing)	20.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	22.20
13013 - Exhibits Specialist III	24.73
13041 - Illustrator I	18.13
13042 - Illustrator II	22.20
13043 - Illustrator III	24.73
13047 - Librarian	20.03
13050 - Library Aide/Clerk	11.37
13054 - Library Information Technology Systems Administrator	18.07
13058 - Library Technician	12.86
13061 - Media Specialist I	12.63
13062 - Media Specialist II	14.27
13063 - Media Specialist III	15.91
13071 - Photographer I	12.16
13072 - Photographer II	15.34
13073 - Photographer III	19.91
13074 - Photographer IV	24.34
13075 - Photographer V	30.59
13110 - Video Teleconference Technician	12.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.63
14042 - Computer Operator II	14.45
14043 - Computer Operator III	16.11
14044 - Computer Operator IV	17.91
14045 - Computer Operator V	19.82
14071 - Computer Programmer I (1)	15.36
14072 - Computer Programmer II (1)	18.60
14073 - Computer Programmer III (1)	23.60
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	24.40
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	12.63
14160 - Personal Computer Support Technician	17.91

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.56
15020 - Aircrew Training Devices Instructor (Rated)	27.29
15030 - Air Crew Training Devices Instructor (Pilot)	30.02
15050 - Computer Based Training Specialist / Instructor	24.40
15060 - Educational Technologist	19.56
15070 - Flight Instructor (Pilot)	30.02
15080 - Graphic Artist	19.07
15090 - Technical Instructor	16.00
15095 - Technical Instructor/Course Developer	19.56
15110 - Test Proctor	13.34
15120 - Tutor	13.34
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.18
16030 - Counter Attendant	8.18
16040 - Dry Cleaner	10.17
16070 - Finisher, Flatwork, Machine	8.18
16090 - Presser, Hand	8.18
16110 - Presser, Machine, Drycleaning	8.18
16130 - Presser, Machine, Shirts	8.18
16160 - Presser, Machine, Wearing Apparel, Laundry	8.18
16190 - Sewing Machine Operator	10.80
16220 - Tailor	11.42
16250 - Washer, Machine	8.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.08
19040 - Tool And Die Maker	20.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.43
21030 - Material Coordinator	15.51
21040 - Material Expediter	15.51
21050 - Material Handling Laborer	11.24
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	11.69
21110 - Shipping Packer	11.27
21130 - Shipping/Receiving Clerk	11.27
21140 - Store Worker I	9.50
21150 - Stock Clerk	12.73
21210 - Tools And Parts Attendant	11.69
21410 - Warehouse Specialist	11.69
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.48
23021 - Aircraft Mechanic I	17.50
23022 - Aircraft Mechanic II	18.48
23023 - Aircraft Mechanic III	19.33
23040 - Aircraft Mechanic Helper	13.48
23050 - Aircraft, Painter	16.57
23060 - Aircraft Servicer	15.05
23080 - Aircraft Worker	15.94
23110 - Appliance Mechanic	17.69
23120 - Bicycle Repairer	10.96
23125 - Cable Splicer	21.92
23130 - Carpenter, Maintenance	15.55
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	16.91
23181 - Electronics Technician Maintenance I	16.09
23182 - Electronics Technician Maintenance II	19.26
23183 - Electronics Technician Maintenance III	20.22
23260 - Fabric Worker	15.03
23290 - Fire Alarm System Mechanic	16.95
23310 - Fire Extinguisher Repairer	13.39
23311 - Fuel Distribution System Mechanic	18.41
23312 - Fuel Distribution System Operator	13.79

23370 - General Maintenance Worker	14.03
23380 - Ground Support Equipment Mechanic	17.50
23381 - Ground Support Equipment Servicer	15.05
23382 - Ground Support Equipment Worker	15.94
23391 - Gunsmith I	13.39
23392 - Gunsmith II	16.00
23393 - Gunsmith III	17.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
16.61	
23430 - Heavy Equipment Mechanic	16.58
23440 - Heavy Equipment Operator	17.93
23460 - Instrument Mechanic	17.97
23465 - Laboratory/Shelter Mechanic	17.01
23470 - Laborer	13.72
23510 - Locksmith	16.12
23530 - Machinery Maintenance Mechanic	18.39
23550 - Machinist, Maintenance	15.83
23580 - Maintenance Trades Helper	11.96
23591 - Metrology Technician I	17.97
23592 - Metrology Technician II	18.97
23593 - Metrology Technician III	20.96
23640 - Millwright	17.97
23710 - Office Appliance Repairer	16.28
23760 - Painter, Maintenance	14.18
23790 - Pipefitter, Maintenance	21.52
23810 - Plumber, Maintenance	20.97
23820 - Pneudraulic Systems Mechanic	17.97
23850 - Rigger	17.97
23870 - Scale Mechanic	16.00
23890 - Sheet-Metal Worker, Maintenance	16.67
23910 - Small Engine Mechanic	15.10
23931 - Telecommunications Mechanic I	19.91
23932 - Telecommunications Mechanic II	21.02
23950 - Telephone Lineman	18.41
23960 - Welder, Combination, Maintenance	15.22
23965 - Well Driller	17.97
23970 - Woodcraft Worker	17.97
23980 - Woodworker	12.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.50
24580 - Child Care Center Clerk	12.05
24610 - Chore Aide	8.19
24620 - Family Readiness And Support Services Coordinator	10.08
24630 - Homemaker	13.88
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.97
25040 - Sewage Plant Operator	16.26
25070 - Stationary Engineer	17.97
25190 - Ventilation Equipment Tender	13.05
25210 - Water Treatment Plant Operator	16.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.38
27007 - Baggage Inspector	9.62
27008 - Corrections Officer	17.45
27010 - Court Security Officer	17.07
27030 - Detection Dog Handler	15.25
27040 - Detention Officer	17.45
27070 - Firefighter	17.07
27101 - Guard I	9.62
27102 - Guard II	15.25
27131 - Police Officer I	18.60

27132 - Police Officer II	20.68
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.43
28042 - Carnival Equipment Repairer	8.96
28043 - Carnival Equipment Worker	7.18
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	14.10
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	15.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.00
29020 - Hatch Tender	16.00
29030 - Line Handler	16.00
29041 - Stevedore I	16.10
29042 - Stevedore II	17.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	14.57
30022 - Archeological Technician II	17.93
30023 - Archeological Technician III	22.20
30030 - Cartographic Technician	22.20
30040 - Civil Engineering Technician	18.84
30061 - Drafter/CAD Operator I	14.03
30062 - Drafter/CAD Operator II	18.13
30063 - Drafter/CAD Operator III	20.21
30064 - Drafter/CAD Operator IV	24.42
30081 - Engineering Technician I	12.38
30082 - Engineering Technician II	14.38
30083 - Engineering Technician III	18.75
30084 - Engineering Technician IV	22.96
30085 - Engineering Technician V	28.37
30086 - Engineering Technician VI	33.99
30090 - Environmental Technician	22.20
30210 - Laboratory Technician	18.55
30240 - Mathematical Technician	22.20
30361 - Paralegal/Legal Assistant I	15.21
30362 - Paralegal/Legal Assistant II	18.15
30363 - Paralegal/Legal Assistant III	22.86
30364 - Paralegal/Legal Assistant IV	27.69
30390 - Photo-Optics Technician	21.24
30461 - Technical Writer I	19.45
30462 - Technical Writer II	23.78
30463 - Technical Writer III	29.03
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.19
30621 - Weather Observer, Senior (3)	20.16
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.35
31030 - Bus Driver	14.57
31043 - Driver Courier	12.25
31260 - Parking and Lot Attendant	10.54
31290 - Shuttle Bus Driver	14.72
31310 - Taxi Driver	9.39
31361 - Truckdriver, Light	13.38

31362 - Truckdriver, Medium	15.46
31363 - Truckdriver, Heavy	18.54
31364 - Truckdriver, Tractor-Trailer	18.54
99000 - Miscellaneous Occupations	
99030 - Cashier	8.42
99050 - Desk Clerk	8.41
99095 - Embalmer	20.58
99251 - Laboratory Animal Caretaker I	8.33
99252 - Laboratory Animal Caretaker II	8.98
99310 - Mortician	20.02
99410 - Pest Controller	12.38
99510 - Photofinishing Worker	9.58
99710 - Recycling Laborer	11.65
99711 - Recycling Specialist	11.55
99730 - Refuse Collector	10.22
99810 - Sales Clerk	11.48
99820 - School Crossing Guard	10.01
99830 - Survey Party Chief	16.25
99831 - Surveying Aide	9.40
99832 - Surveying Technician	15.56
99840 - Vending Machine Attendant	8.55
99841 - Vending Machine Repairer	10.93
99842 - Vending Machine Repairer Helper	9.05

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.